ANOTHER RAILROAD WAR.

Atlantic and Great Western vs. New York and Erie.

A Quarrel in the "Bread Gauge" Family.

The Sterling Bondholders Charge Misappropriation of Funds.

A suit has been brought by John R. Pean, the trus-se of the £'0,000,000 sterling loan of the Atlantic and Great Western Railroad Company, against the to compel the Eric Rallway Company to ic to the Erie Railway Company to the paythe Atlantic and Great Western Company. The

ts, is as follows, and an injunction was granted, prayed for:—

ohn R. Penn, trustee, plaintif, vs. The Atlantic Great Western Kailway Company, Henry G. Jone, Etheards Pierrepont, Andrew H. Green, E. don, T. W. Kensard, R. L. Cutting, John D. nee, E. McDermott, Mortuner L. McChenzie, J. John Gardner, Wentscorth Husels, Rush Huselms, W. Archiall O'Doherty, Tatlow Jack-William Russell, John Filles, E. L. S. Ridsdale, haylor, Paul Europeison, F. W. Oewel, The Eric Deay Company and Josnes McHewy, the defends.

The plaintiff complains and alleges:—
That the Atlantic and Great Western Railway many is a corporation created under the laws of States of Institute and Choic, and having for its principal cit the maintenance and operation of a railway mose States, running from Salamance, in this e, to Dayton, in the State of Chie, with various aches, and having its principal office and place asiness in the city of New York.

That Henry G. Stebbins, Edwards Pierrepont, Irew H. Green, E. Weston, T. W. Kennard, R. L. Ing, John D. Prince, E. McDermett, Mortimer L. kenzie, J. P. Fennes, John Gardner, Weutworth sile, Rush C. Hawkins, W. Archdail O'Doherty, tow Jackson, William Russell, John Pildes, E. L. Kidsdale, J. Chaytor, Paul Margetson and F. W. vel are the directors of the Atantic and Great stern Railway Company, of whom the last six, he plaintif is informed and believes, do not result the Eric Railway Company is a corpora-

stern Railway Company, of whom the last six, the plaintiff is informed and believes, do not recent the United States and never attend the meetro of the board of directors.

II. That the Erie Railway Company is a corporator created under the laws of this State, and have for its principal object the maintenance and craticol of a railway in said State and other stes, which connect at Salamanca aforesaid with said railway of the Atlantic and Great Western Railway Company was formerly ned by three corporations; that is to say, the operty situated in this State was owned by "the lautic and Great Western Railway Company in w York;" the property situated in Pennsylvania is owned by "the Atlantic and Great Western Railroad Company in w York;" the property situated in Pennsylvania is owned by "the Atlantic and Great Western Railroad Company of Ohio," the of the said companies being a corporation cated under the laws of the State in which its operty was situated.

V. That, as the plaintiff is informed and believes, hie the three companies has named were the party and western Railroad Company in Western Railroad Company in the search of the property aforesaid, the said Atlantic d Great Western Railroad Company in the search of the property aforesaid, the said Atlantic difference of the property aforesaid, the said Atlantic difference of the property aforesaid, the said Atlantic difference of the property aforesaid, the said Atlantic and Great Western Railroad Company in Pennsylvania executed two meritages upon all its property to serve the payment of certain negotiable bonds that company the amount of \$1,800,000, which bonds, to the amount of \$3,500,000, which bonds to the amount of \$3,500,000, which bonds, to the amount of \$3,000,000, which bonds for the company Denas of the said Atlantic and Great Western Railroad Company is poon a part of its property to secure the payment of certain other nectiable beriefs in good faith and for value; and that the land Atlantic and Great Western Railroad Company to because the payment

anually.

IX. Teat afterward, and on or about the 5th day
f October, 1985, at the city of New York, for value
occived, the Said Atlantic and Great Western Railvar Commany executed and issued 60,000 bonds for

or at his agency in the city of London, at the option of the holder, on the presentation and surrender of certain interest coupons attached to said bonds respectively.

X. That on the 5th day of October, 1805, at the city of New York, for the purpose of securing payment of the said bonds, payable to the plaintiff as sioresaid, the said corporation executed, under its seal, a certain instrument of mortgage to the plaintiff, of which a copy is hereto annexed, marked "A."

Xi. That, as the plaintiff is informed and believes, about 3,600 of the bonds payable to the plaintiff as informed that have passed into tec hands of holders in good faith and for value, many of whom, at a period more than tweive months before the commencement of this action, presented to the said corporation at its office in the city of New York, or at his agency in the city of London, interest coupons upon said bonds for interest then due and payable by the terms thereof, and demanded payment of said interest from the said corporation, at the same time offering to surrender to the said corporation the said coupons upon payment of the interest therein specified and agreed to be past; but the said corporation refused to pay the same.

XII. That, as the plaintiff is informed and believes, no part of the interest upon any of the bonds, secured as aforeand by mortgages upon the property of the Atlantic and Great Western Railway Company, has been paid for more than two years last, except the interest upon certain bonds for 144,000 in all, secured by mortgage upon a small pritton of the said rullway in this State.

XIII. That in or about April, 1867, in certain actions commenced by samuel Gurney and others against the Atlantic and Great Western Railway Company and others, one Robert B. Potter was appointed receiver of all the property of the said company by the Supreme Court of this state, the Supreme Court of the state of Pennsylvania and the Court of Common Pieas for the county of Trambull in the State of Chit, and the said receiver took possession

Pieza for the county of Trumbull in the State of Gille, and the said receiver took possession of said property and best the same until about the 16th day of December, 1908.

XIV. That on or about the seventh day of December, 1908, the Atlantic and Great Western Railway Company and the Eric Railway Company executed under their respective seals a lense, of which a copy is hereto annexed, marked "B," and at the same time the said companies executed under their respective seals, and the defendant, James McHenry, earning the said companies executed under their respective seals, and the defendant, James McHenry, earning the said companies executed under their respective seals, and the defendant, James McHenry, earning the said of a band and seal, an agreement, of which a copy is hereto annexed, marked "G."

XV That on or about the 18th day of becomber, 50s, the Atlantic and Great Western Railway Company a certain instrument of mortgage, on the case of the said company greatly depreciated in valuedern Railway Company greatly depreciated in valuedern textention of the aforesaid nortgages to him, and became and was and still an entirely insufficient security for the mortgages with which it is encumbered and that the net carnings from the said frailway and so brough a foresaid, and the said company is and long has been wholly insolvent.

XVII. That, as the plaintiff is informed and believes, the defendant James McHenry, and act, as sorth dreed of the said atlantic and Great Western Railway Company, for which took he paid very little if any value, the whole of sean stock being worthless as an investment, and having no value except for the purpose of enabling its horders in the said company, are amare agents of the said McHenry, and act, as sorth dreeds, entered in the said company are such soft and said company has paid to the Al

for the purpose of setting aside the said lease or any other agreement, contract or instrument executed between the Atlantic and Great Western Railway Company and the Eric Railway Company, or of obtaining possession of the property held by the said Eric Railway Company under or by virtue of any such lease, contract, agreement or instrument, on account of the non-performance by the said Eric Railway Company of any act from the performance of which the said Eric Railway Company may be restrained by injunction as aforesaid.

MILLER, PEET & OPDYKE,
Plaintiffs Attorneys.

SHUFF IN BLADDERS AND JARS. NEW YORK, Feb. 26, 1869.

TO THE EDITOR OF THE HERALD:—
Certain assessors of internal revenue having forbidden the resale of shuff from stamped jars and
bladders under the new Tax law, and the Commissioner being written to upon the subject, replies as follows:-

TREASURY DEFARTMENT,
OFFICE OF INTERNAL REVENUE,
WASHINGTON, Peb. 24, 1899.
In reply to your letter of the 17th instant I have to
say that I do not shink it was the intention of Congress to promibit the sale at retail or snuff from bladders and jars, stamped as provided in the law, and
this office will oppose no objections to dealers so retailing snuff. E. A. ROLLINS, Commissioner.
P. LORILLARD.

SERIOUS ACCIDENT ON THE MIAGARA FALLS RAILROAD.

FROM ACCIDENT ON THE MIAGARA FALLS RALROAD.

[From the Albany Argus, Feb. 26.]

The locomotive, tender, express and baggage cars, and one of Pullmair's sleeping cars, in the express train on the Niagara Falis Railroad which was due in Buffalo late in the forencon was thrown from the track, near Gates station, on Wednesday last, in consequence of a broken rail. The express and baggage cars rolled into the ditch, and the sleeping car was thrown across the track. The locomotive tender also left the rails. The express messengers, Frank Swan and William Hazel, Jr., were injured severely, the first named in the knee and Hazel on his head and back. The express safes fell on them when the car went over. The baggagemen, Peter Fox, Lyman Corsen, a brakeman and alt. Bradbury, freight conductor, who were in the baggage car, were injured, but not scriously. A wrecking car was taken to the spot and an extra train sent for the passengers, none of whom, most fortunately, were injured.

THE LATE MUZGER AT HAVERHILL, MASS.

The LATE MUZDER AT HAVERHUL, MASS.

The Prisoners Admitted to Bail.

[From the Haverhill (Mass.) Publisher, Feb. 25.]

At the session of the Supreme Court at Salom, on Tuesday, Daley, Barrett and Murphey were arraigned for trial, when their counsel moved their discharge on the ground that the evidence was not sumicient. After arguing the case the Autorney General assented to the defendants being anmitted to bail on their own recognizance, in \$10,000 each, to appear on the British of the Bail of their discharge on the British of the Bail of their discharge on the British of the Bail of their discharge on the British of the Bail of their discharge on the British of the Bail of their discharge of the British of the Bail of their discharge of the Bail of their discharge of the Bail of the Bail of their discharge of the Bail of the Bail of the Bail of their discharge of the Bail of the Bail of the Bail of the Bail of their discharge of the Bail of the Bail of the Bail of their discharge of the Bail of th

THE INDIAN WAR.

Engagement with floatile Indians West of

The Mineteenth Kansas Volunteer cavalry is in eamp beyond Medicine Bluff, about three miles distant, occupying the valleys towards the eastern extremity of the Witchita mountains. These headquarters are located in a sequestered and sheltered valley bordering on Medicine Bluff creek, between the Seventh and Tenth cavalry camps. General Hazen is in camp

located in a sequestered and sheltered valley bordering on Medicine Bluff creek, between the Seventh and Tenth cavalry camps. General Hazen is in camp near the Tenth cavalry. General Hazen is in camp near the Tenth cavalry.

Work has not yet been commenced upon the new posts. It will be necessary first to receive the required authorization from the War Department.

The company of the Tenth United States cavairy, commanded by First Lieutenant Thomas E. Lebo, which has served for some months in the District of the Upper Arkansas, has been permanently transferred to the District of the Indian Territory and ordered to report to Brevet Major General Grierson, commanding. Lieutenant Lebo left with his company several days since for Fort Arbuckle to recuperate his animals.

Since General Sheridan has been in this vicinity he has given considerable attention to ferreting out the scoundrels who infest this Territory. There being no civil law here some idea may be formed of the sort of characters who congregate in this region for various purposes. These characters, with the representatives of the Indian Bureau, constitute an indefinable population and have always been a great nuisance to the army, as well as to the Indians, and have either directly or Indirectly caused most of the trouble experienced. As a specimen of some of the singular business transactions now being starred up the following letter, forwarded by General Hazen. General Hazen: To General Hazen:

trouble experienced. As a specimen of some of the singular business transactions now being starred up the foliowing letter, forwarded by General Hazen to General Sheridan, will explain itself:—

General Hazen:—

Elle-is regard to the cattle stolen by the Caddoes I have the I star of the cattle stolen by the Caddoes I have the General Hazen:—

Bill-is regard to the cattle stolen by the Caddoes I have the General Mazen:—

Bill-is regard to the cattle stolen by the Caddoes I have the General General Hazen:—

Bill-is regard to the cattle stolen by the Caddoes I have the General Sheries and Ir. Holmes. Two hundred of them were issued by Wakeley and the other 250, the joint property of Gunenstein and Ir. Holmes. Two hundred of them were the stolen to the government. These cattle were bought by Gunenstein of the Caddoesa thout five dollars per head in goods. When sold at Camp Supply Gunenstein is to get use collars per head, Don Carlos two dollars per head in goods. When sold at Camp Supply Gunenstein is to get use dollars have been contained to the caddoes. I would respectfully suggest that you inform General Sheridan of these facts, selzed. I have evidence also of a segment and Gohn Brown) in the affair. I will go on towards Glonde Banch to-day. I learn that a man named Yarber is classing some cown now in possession of the Caddoes. Those cows were sold by Yarber to Wakeley and by him issued to topte Caddoes. If he seized any of them I will selze him.

Burca Blate's, Jan. 22—3 A. M.

The above paper is signed by the party sent out on a tour of inspection, whose name, for prudential reasons, cannot yet be given.

The tollowing cuclosure accompanied the above letter:—

I am that there were wild cattle in the mountains and that they wanted to bring hern in and sell them. Druce Blate in the mountains and that they wanted to bring hern in and sell them. Wakeley was informed of it and gave the Indians permission to be a sole to the sell of the proposition of the profits when the cattle were sold. Br. Holmes, Don Carlos

BROOKLYN CITY.

The Alleged Drawback Fraud-How the Spoils Were Obtained and How Divided-Testimony of Riesenberger, the Man That "Blowed," and Others.

Before Commissioner Jones.

The second hearing in the case of Korn, Wilson, Laddiaw, Whimster, Theriot and Dickinson came off yesterday. Mr. George P. Webster appeared for Korn, in the place of Judge Troy, and Mr. S. A. Noyea assisted the District Attorney. With these exceptions the counsel were the same as on the first day of the examination. The counsel for the defence have not thus far thought it advisable to crossexamine any of the witnesses called by the govern-

ment, though the last witness that was put upon the stand they have had no chance to question had they been so disposed. Inasmuch as one of the parties, by his own testimony, was as deep in the frauds which are charged upon the others, he will in due time, without doubt, be subjected to a most searching cross-questioning.

George A. Mercer testified as follows:—Am a clerk in the Treasury Department; have been so for five years; warrants upon which drafts are issued pass through my hands; the warrants are lessed in the Register's office, and a draft is issued by the Treasurer attached to the warrant, and is a voveler for the Treasurer in his settlement with the department; those drafts are numbered, so as to show the number of the Fitth Auditor's report, to which they correspond; this report contains the claims itself; I have drafts drawn on internal Revenue drawbocks which have been paid, and are attached to the warrants.

Mr. Sedgwick said that they would take the pages.

the claims in the Fifth Auditor's office. The certificate of the witness as to the character of the paper was, by agreement, taken as evidence to save the time.

S. D. Blatchford testified as follows:—I have examined the claims for drawbacks and compared them with the records of the Castom Hoase; the goods mentioned as exported are incorrect; no such goods were exported as set forth in the certificates; the correctness of the manifests are certified by C. J. Therlot, the clerk in the Auditor's department, the exports attailed bureau; I detect the faisity of the papers by the records kept in the clearance department of the Custom Hoase; by comparing the outward manifest with the papers presented me to examine; the outward manifest would show by whom the exported goods had been certified for that lot of goods; the clerk whose duty it is to make these certificates has nothing to pievent his entering on the manifest goods not really exported; no record of claims for drawback are kept in our office.

Charles P. Este testified as follows:—I am one of the firm of Estee & Son, stailoners, 61 Cedar street, New York; the drafts were endorsed by my firm, or certain drafts corresponding to the numbers read this morning.

Mr. Sedgwick admitted, for the purposes of his examination, that the endorsements were genume wherever they occur.

Witness—A gentleman came to me and wanted me to exchange my checks for two drafts, and I did so; that was Mr. G. W. dreen, the Supermendant of Exports and Drawbacks: the reason he assigned was that the parties to whom they were payable were unknown to the Trensury Department and did not wish to go to the trouble of being identified; I endorsed thurteen.

Henry Boucher, Jr., testified as follows:—Am a broker; know George W. Green; I endorsed four; Mr. Green came to use an asked my cudorsement, as a master of convenience to the parties, who did not wish to be at the trouble of being identified; I adver my check to Mr. Greene in every instance except one.

Charles P. Estee, recalled—The checks w

NEW YORK MELLIN SATURDAY, FERRUSEY OF THE MELLY OF nomes and drawment countries. The street was solidary to the street of the proven frequency of the provided allow me as third; i...ld them i would; the wanted a place to flee book were alloyed allow me as third; i...ld them i would; the wanted a place to flee the would are to fleet and the provided and we me as third; i...ld them i would; the street of the place to fleet and the fleet and the place to fleet and the flee wanted forty per cent; whimster gave me a check for my share; in the drst cases in Cedar street the check was drawn by Mr. Wilson; it was done at the time of the negotiations with Whimster; Whimster told Wilson to give me a check; he gave me a check on a bank in Greenwich street, the Ocean Bana, I think; I met Wilson there once, but never went with him from the office; Whimster said he gave Wilson two and a half per cent for discounting; he estimated that among the expenses; the expenses deducted before dividing was fifty per cent; wently per cent was to go to Mr. Kora and the balance was to op paid in Philadelphia, Washington, Ealtimore and all over, to influential parties who put the papers through; there was five per cent allowed for Theriot; I know both Whimster's and Wilson's handwriting; I can select the claims that are in their handwriting; I have had conversation with Mr. Wilson in regard to these claims; when Whimster was away in the summer he told me that one of the clerks was away and that nothing could be done; I had a conversation with Wilson in relation to the collector's certificates and seals; he told me he had a large lot of papers from a collector in Titusville, in the oil regions, by the name of McGowan; he said the only way to make a great deal of money was to procure certificates of the deputy collector; that nothing could be done without them; is said that the only way would be to get some man to make a seal or several of them; he said the collector's certificates of the deputy collector; that nothing could be done without them; is aid that the only way would be to get some man to make a seal or several of them; he said the collector's certificates of the claim he said has the only may would be to get some man to make a seal or several of them; he said the collector's certificates for the seals; I loud bim if he got the seals the balance would be easy enough; I had some papers of James M. Lovering, and others, and told him that the trading of the signatures could be done after getting the

fra dulent so far as the name was co s' ch man ever shipped any such goods. Adjourned till March 2, at ten o'clock.

Accused of Bunglary .- Daniel Friet was taken

amination was set for to-day.

Fire.—A fire broke out about eight o'clock lass evening in the frame building occupied as marble works at No. 7 East Warren street, which, together with the stock, was damaged to the amount of \$3,000. The fire originated in the drying kiln. The property was owned by Thomas Carson & Co. and is fully insured.

ALLEGED THEFT OF \$300.—Anthony Ken

Thomas C. Lynan, the owner of the building, sus-tained a loss of \$15,000; Mr. William H. Weeks, the

loyal Kanucks on Munuay
"Ruchard the Third."
Black Tom goes t "blind" on the keys of the piano
Black Tom goes t "blind" on the keys of the piano forte in Washington next week. More individuals than poor idiotic Tom will look black in that city

about that time.

Mrs. D. P. Bowers appears in her new drama of "Snare" for the Chicagoans on Monday evening.

Mrs. F. W. Lander personated Charlotte Corday last night for the good people of St. Louis. Her engagement closes in that city this evening.

"Home," the latest London coniedy, has found a home at the Boston Museum. "Silver Spoon"—not the General's, but belonging to another butler—is, upon the bills at the same house.

This is the last night of Fisk's opera bougle in Boston. The entire troupe will desert the Hub tomorrow and open in Philadelphia on Monday.

Mario has been severely indisposed in St. Petersburg and has completely lost his voice.

Springfield, Ohio, rejoices in a new opera house of some pretensions, valued at \$100,002.

"The Bohemian Girl" was done in English last night by the Kichings in Hartiord. On Monday evening next the "Bohemian" boys of the Hub will be invered with an introduction to the same "Girl" by the same troupe.

The "Genuine Japa," "Pocahon'as," English opera bougle by the Galtons and Irish drama by the Williamses are the attractions to-grat in the Quaker City.

Female performers are now admitted to the orchestra of the Fantaisies Parisiennes in Faris.

The Sangalis in pink tights, a circus troupe in spangles and Oilve Logan in long skirts are the sensations in smoky Pittsoarg.

The cancars was incroduced in Memphis for the first time on Tuesday evening last at the Gayeties theatre. It met with a cordial reception.

Manager Selwyn still keeps "School" at his theatre in Boston.

The Worrell Sisters close their engagement in Chicago this evening. The sisters are exceedingly popular throughout the West.

Laura Keene, supported by a New York company, favors the Washingtonlans with her new drama of "Hunted Down" on Monday evening. Miss Keene played an engagement than as Shakspeare, interpreted with all the graces and talent of Mrs. Seatt-Siddous.

"The Lancashire Lass" is drawing larger audiences in Cincinnau than is Shakspeare, interpreted with all the grace and talent of Mrs. S

years ago, when somebody was "nunted down" in earnest.

"The Lancashire Lass" is drawing larger audiences in Cinciniant than is Shakspeare, interpreted with all the grace and talent of Mrs. Scott-Siddous. James Robinson's circus is in Columbia, S. C. One of the several Hanion Brothers combinations is in Charleston, and Grau's German Opera Troupe' also announce a series of representations in that city.

There are dark portents in the theatrical sky. A misunanged national currency, the season of Lentand the vaniting ambition of meanable managers have brought several of our most famous dramatic temples to the verge of closed doors. There are twenty-two shows in the city and suburbs, and this note will probably provoke twenty-two cards from twenty-two ungrammatical and incensed showmen.